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City of Long Beach



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Robert Agostisi

*Assistant Superintendent of
Parks and Recreation*
Paul Ferrante

Parks and Recreation Department

KAYAK RACK RENTAL

LOCATION: Long Beach Recreation Boat Launch

DURATION: Kayak storage space is available for rental
from June 1 through October 26.

REGISTRATION: Long Beach Recreation Center
700 Magnolia Blvd
(516) 431-3890

Long Beach Residents may apply beginning May 10
Non-Residents may apply beginning May 25

FEE: \$50 Long Beach Resident
\$100 Non-Resident

*Checks made payable to the City of Long Beach,
Cash, Visa or MasterCard accepted.*

Rentals are non-transferable & non-refundable

Owner's Name _____

Address _____

Home Phone _____ **Cell Phone** _____

E-Mail _____

Description of Kayak:

Kayak Make _____ **Model** _____

Length _____ **Weight (lbs)** _____

Color _____

Emergency Contact Person _____

Emergency Contact Phone _____

GENERAL AGREEMENT

The City of Long Beach hereby leases to Owner, and Owner hereby leases from the City of Long Beach, one kayak storage rack space, for a single kayak, for the rate of \$50 per year for City of Long Beach residents and \$100 per year for non-residents. The rate will not be prorated after the first year and no refunds will be given if an Owner informs the City of Long Beach that the kayak has been permanently removed from its rack. **Owner agrees not to store any equipment or supplies with the kayak.**

Kayak Security and Liability:

- Owners assume all risks to persons and/or property. The City of Long Beach is not liable for any injury, damage or loss that may occur including vandalism, theft and/or weather.
- Watercraft must be secured to the boat storage rack.
- Renters are responsible for providing their own locking devices.
- Renters must secure BOTH the front and rear of the watercraft to the rack to prevent it from coming loose during high winds.
- Owner must ensure the kayak is reasonably secured in its assigned rack space and will not pose any danger to any passersby.
- Premises are to be left in original condition upon termination of permit period.
- The storage rack unit may only be used for the one kayak listed on application.
- Renter's kayak may be removed from the rack at the expense of the owner at any time if such removal is necessary to protect the public health, safety, or welfare.
- Kayak rack rentals will not be ongoing from season to season. All applicants must reapply each year. Returning renters will be given priority. The City of Long Beach retains the right to change the lease rate in the future in its sole discretion.

Kayak Removal:

- Any watercraft without a permit will be removed from the storage rack by the City.
- Parks & Recreation staff reserves the right to cut any lock and remove any watercraft, under any condition it deems necessary for the function of the boat storage program.
- All watercrafts must be removed no later than October 26th. Any watercrafts left on the storage racks after October 26th may be impounded. A service charge (\$50 minimum) will be required for owners to reclaim their watercraft. As well, such impoundment will incur a daily storage charge (\$5/day). If watercraft is not claimed by April 1st of the following calendar year, the property is then forfeited to the City of Long Beach to use, dispose of or be sold at auction, as the City deems appropriate.

Refunds:

- There will be NO REFUNDS of a kayak rack rental fee for any reason.

Failure to comply with terms will result in termination of this agreement with no refund of rental fees. I agree to abide by the rules and regulations stated above and I hold myself solely responsible for any mishap/injury or damage to the kayak rack rental listed in Terms and Conditions

Printed Name _____

Signature of Applicant _____ Date _____

Release, Waiver of Liability, Defense, and Indemnification Agreement

The undersigned (hereinafter "Owner") acknowledges that the City of Long Beach (hereinafter "City") is extending a special privilege in allowing them to rent space to store a kayak. In consideration of the privilege extended to Owner to store kayaks at the City's recreation center, the undersigned, for themselves and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

Owner recognizes that the City is solely permitting the Owner to rent space to store a kayak and makes no representation as to the safety of any equipment, the safety of any activity, or the security of the kayak. Owner shall bear all risk and responsibility of, and for, any and all damage, loss or theft of the kayak, or any portions thereof, including but not limited to vandalism or theft.

Owner represents that they are capable of safely operating and handling the equipment and/or kayak and find it in good working order, condition, and repair. Owner represents that they have adequate skills, knowledge, and experience to safely assume the activity of kayaking and represent that adequate preparations have been made to ensure safety during use of the kayak.

Owner shall bear all risk and responsibility for their own safety and security while utilizing the kayak. Owner acknowledges that kayaking is an activity with inherent risk of injury to person or property. **Owner acknowledges they are aware of the risks of kayaking and understand them.** Owner alone has determined the sufficiency of any safety gear or other precautions that Owner decides to take to minimize the risks of kayaking. Owner acknowledges that neither the City, nor any of the City's employees or agents, have made any representations regarding the safety or risks of kayaking and **owner expressly assumes the risks of kayaking.** Owner fully understands and acknowledges that kayaking has inherent risks, dangers, and hazards and such exist in use of kayaking equipment and participation in kayaking activities. Participation in kayaking and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/ or total paralysis, death or other ailments that could cause serious disability. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, misjudging terrain, weather, trail, bay or ocean conditions, and water level, risk of falling out of or drowning while kayaking and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, bay, ocean, outdoor, or recreational environment.

To the fullest extent permitted by law, the Owner shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Owner shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Owner are responsible for the claim does not relieve Owner from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Owner asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Owner to be relieved of the duty to defend, there must be no possible factual or legal basis on which Owner's duty to indemnify under any provision of this indemnity agreement could be held to attach.

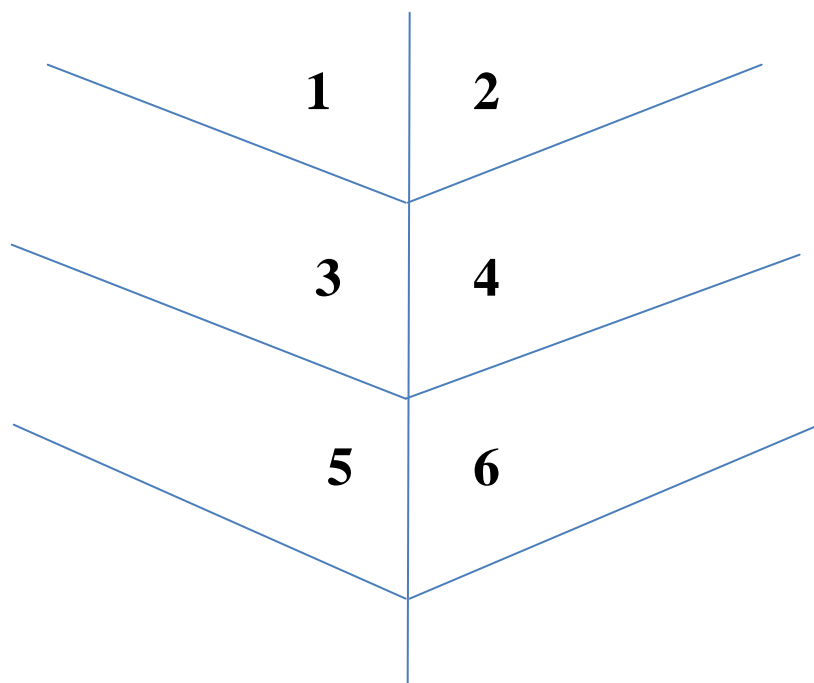
Owner represents that no one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release. By signing this form, Owner freely and voluntarily agrees to the terms and conditions outlined in this agreement:

Printed Name _____

Signature of Applicant _____ Date _____

For Rec Staff Use:

Receipt # _____ Amount Paid \$ _____ Date _____ Staff _____



Make of Kayak: _____

Color: _____

Length: _____